

MA 18P 20093000000000000039  
MODIFICATION

**State of Maine**



**Master Agreement**

**Effective Date:** 10/14/20

**Expiration Date:** 06/30/24

**Master Agreement Description:** Wireless, Data, Voice and Accessories

**Buyer Information**

Justin Franzose 207-624-7337 ext. justin.franzose@maine.gov

**Issuer Information**

Joan Bolduc 207-624-9904 ext. JOAN.BOLDUC@MAINE.GOV

**Requestor Information**

Brian Oliver 207-592-1776 ext. brian.k.oliver@maine.gov

**Agreement Reporting Categories**

**Reason For Modification:** Updated primary contacts per amendment dated 11/2/2021.

**Authorized Departments**

ALL

**Vendor Information**

**Vendor Line #:** 1

**Vendor ID**

VC1000091974

**Vendor Name**

T-MOBILE USA INC

**Alias/DBA**

**Vendor Address Information**

12920 SE 38TH ST

BELLEVUE, WA 98006

US







NASPO ValuePoint

**PARTICIPATING ADDENDUM**

**WIRELESS, DATA, VOICE AND ACCESSORIES**

Led by the state of Utah

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Master Agreement #: MA176

Contractor: **T-MOBILE USA, INC.**

Participating Entity: **STATE OF MAINE**

1. Scope: This Participating Addendum ("PA") covers the NASPO ValuePoint Wireless, Data, Voice and Accessories Master Agreement led by the State of Utah (Master Agreement No: MA176) for use by state agencies and other entities, as provided in the Master Agreement, and as more specifically detailed in Paragraph 2, "Participation," below. There were four categories included in the solicitation:

Category 1: Cellular Wireless Services

Category 2: Equipment and Accessories

Category 3: Turnkey Wireless and IoT Solutions offered as a Product

Category 4: Alternative Wireless Transport Options

Contractor was awarded Categories 1, 2, 3A, and 3C.

Participating Entity has elected to participate in **Categor(ies) 1, 2, 3A, 3C.**

2. Participation: This PA may be used by all state agencies, institutions of higher education, political subdivisions and other entities who are authorized by the State Chief Procurement Official or otherwise eligible to place orders against this PA (collectively "Purchasing Entities"). It will be the responsibility of the Purchasing Entity to comply with any legal or regulatory provisions applicable to the Purchasing Entity. A Purchasing Entity may issue individual releases (Purchase Orders) against this PA on an as-needed basis

3. Participating Entity Modifications or Additions are attached and incorporated as **Exhibit A**, if applicable.

4. Order of Precedence: Except as specifically provided otherwise herein, this PA consists of and precedence is established by the order of the following documents:

This PA; and

The Master Agreement (including the Master Agreement Order of Precedence established in the NASPO ValuePoint Master Terms and Conditions).

5. Administrative Fee and Reporting: N/A

6. Purchase Order Instructions:

All Orders against this PA must be approved by an authorized agent of the Participating Entity.

All Orders requiring a Statement of Work must be signed by the Participating Entity and T-Mobile prior to work commencing.

All Orders against this PA must include the Master Agreement No.: MA176, the State's PA No., if any, and the Purchase Order No., if any.



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## 7. Individual Customer:

Each state agency, political subdivision or other entity placing an order under this Participating Addendum (“Purchasing Entity”), will be treated as if it was an Individual Customer. Except to the extent modified in this Participating Addendum, each agency, political subdivision or other entity will be responsible for compliance with the terms and conditions of the Master Agreement; and they will have the same rights and responsibilities for their purchases as the Lead State has in the Master Agreement. Each agency, political subdivision or other entity will be responsible for its own charges, fees and liabilities. Each Purchasing Entity will have the same rights to any indemnity or to recover any costs allowed in the contract for its purchases; and Contractor will apply the charges to each Participating Entity individually. The Individual Customer agrees to the terms of the Participating Addendum, including the disclosure of limited account information as part of the contractual reporting requirements to NASPO ValuePoint and/or the Participating Entity for purposes of monitoring the contract and calculating the administrative fee.

8. Primary Contacts: The primary contact individuals for this Participating Addendum are as follows (or their named successors):

## Contractor

Name:	David Bezzant
Address:	c/o T-Mobile USA, Inc., 12920 SE 38 <sup>th</sup> Street, Bellevue, WA 98006
Telephone:	(480) 638-2608
Email:	<a href="mailto:David.Bezzant@T-Mobile.com">David.Bezzant@T-Mobile.com</a>

## Contractor (Sales and Customer Service Contact)

Name:	Ryan Lopes, Government Account Executive
Address:	15 Commerce Way Norton, MA 02766
Telephone:	617-564-1313
Email:	<a href="mailto:Ryan.Lopes1@t-mobile.com">Ryan.Lopes1@t-mobile.com</a>

## Contractor (Contract Communications and Notices Contact)

Name:	Annette Bisbee, Sr. Contracts Administrator
Address:	12502 Sunrise Valley Drive Mailstop: VARESA0208 Reston, VA 20196
Telephone:	703-433-4628
Email:	<a href="mailto:Annette.M.Bisbee@T-Mobile.com">Annette.M.Bisbee@T-Mobile.com</a>
With Email Copy To:	<a href="mailto:Legal_Government_Contracts@T-Mobile.com">Legal_Government_Contracts@T-Mobile.com</a>

## Participating Entity

Name:	Justin Franzose
Address:	9 State House Station, Augusta ME 04333-0009
Telephone:	207-624-7337
Fax:	207-287-6578
Email:	<a href="mailto:Justin.franzose@maine.gov">Justin.franzose@maine.gov</a>



NASPO ValuePoint

**PARTICIPATING ADDENDUM**

**WIRELESS, DATA, VOICE AND ACCESSORIES**

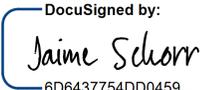
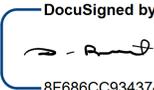
Led by the state of Utah

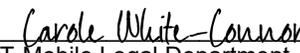
9. Software Terms and Conditions: Purchasing Entities that acquire software shall be subject to the license agreements distributed with such software; however, in the event of a conflict in language between an end user license agreement (EULA) and the Master Agreement, the language in the Master Agreement will supersede and control. In addition, any language in a EULA which violates a Purchasing Entity’s constitution, statute or other applicable law will be deemed void, and of no force or effect, as applied to the Purchasing Entity.

10. Entire Agreement: This document contains the entire PA of the parties, and neither party shall be bound by any statement or representation not contained herein. No waiver shall be deemed to have been made by any of the parties unless expressed in writing and signed by the waiving party. The parties expressly agree that they shall not assert in any action relating to the PA that any implied waiver occurred between the parties, which is not expressed in writing. The failure of any party to insist in any one or more instances upon strict performance of any of the terms or provisions of the PA, or to exercise an option or election under the PA, shall not be construed as a waiver or relinquishment for the future of such terms, provisions, option or election, but the same shall continue in full force and effect, and no waiver by any party of any one or more of its rights or remedies under the PA shall be deemed to be a waiver of any prior or subsequent rights or remedy under the PA or at law.

11. Rates: Contractor’s rates are updated on a quarterly basis and can be viewed at any time by visiting: <https://shopnaspo.tmoders.com/orders/catalog/splashpage.php>.

The parties have executed this Participating Addendum as of the date of final execution below.

<b>STATE OF MAINE</b>	<b>T-MOBILE USA, INC.</b>
Signature:  <small>DocuSigned by: 6D6437754DD0459...</small>	Signature:  <small>DocuSigned by: 8F686CC9343743C...</small>
Printed Name: Jaime Schorr	Printed Name: David Bezzant
Title: Chief Procurement Officer	Title: Vice President – Government Sales
Date: 10/9/2020	Date: 10/12/2020

Legal Approved By:   
DocuSigned by:  
2081B55A83484C...  
T-Mobile Legal Department

For questions on the Participating Addendum or NASPO ValuePoint cooperative contracting process, please contact the NASPO ValuePoint Cooperative Contract Coordinator assigned to this Portfolio, as provided on this Portfolio’s webpage at [www.naspovaluepoint.org](http://www.naspovaluepoint.org) or the NASPO ValuePoint team at [ccc@naspovaluepoint.org](mailto:ccc@naspovaluepoint.org).



NASPO ValuePoint

**PARTICIPATING ADDENDUM**

**WIRELESS, DATA, VOICE AND ACCESSORIES**

Led by the state of Utah

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**SECOND AMENDMENT TO  
PARTICIPATING ADDENDUM (STATE NO. MA 18P 2009300000000000039)  
FOR WIRELESS, DATA, VOICE AND ACCESSORIES  
UNDER THE  
NASPO VALUEPOINT  
MASTER SERVICES AGREEMENT NO. MA176**

This Second Amendment is made to the Participating Addendum (State No. MA 18P 2009300000000000039) under the NASPO ValuePoint Wireless, Data, Voice and Accessories Master Agreement led by the State of Utah (**Master Agreement No: MA176**) between **T-Mobile USA, Inc.**, ("T-Mobile") and the **State of Maine, Department of Administrative and Financial Services ("Customer")**, signed by Customer on October 20, 2020 and T-Mobile on October 21, 2020 (the "Participating Addendum").

The following modified and added terms and conditions are made a part of the Participating Addendum effective on the last date this Amendment is signed by T-Mobile and Customer ("Second Amendment Effective Date").

T-Mobile and Customer agree as follows:

- The Parties agree to amend Section 8 ("Primary Contacts") by deleting the Contractor contacts in their entirety and replacing with the following new Contractor contacts:**

**Contractor:**

Name:	David Bezzant, Vice President, T-Mobile for Government
Address:	c/o T-Mobile USA, Inc., 12920 SE 38 <sup>th</sup> Street, Bellevue, WA 98006
Telephone:	(425) 383-4000
Email:	David.Bezzant@T-Mobile.com

**Contractor (Sales and Customer Service Contact)**

Name:	<b>Kevin Farren</b> , Senior Manager - State Government
Address:	5 Wayside Ste 350, Burlington, MA 01803
Telephone:	617-839-6874
Email:	<a href="mailto:Kevin.farren@t-mobile.com">Kevin.farren@t-mobile.com</a>

**For Legal Notice to Contractor – send a copy to:**

Name:	Legal Department, T-Mobile USA, Inc.
Address:	c/o T-Mobile USA, Inc., 12920 SE 38 <sup>th</sup> Street, Bellevue, WA 98006

- All other terms and conditions in the Participating Addendum, not amended above, will remain in effect.**

This Second Amendment is executed by each Party's authorized representative as of the Second Amendment Effective Date.

<b>Customer:</b> <small>DocuSigned by:</small>	<b>Contractor:</b> T-Mobile USA, Inc.
Signature: <i>Jaime Schorr</i> <small>6D6437754DD0459...</small>	Signature: <i>Derek Doan</i> <small>663ADBC38F0D4CB...</small>
Printed Name: Jaime Schorr	Printed Name: Derek Doan
Title: .Chief Procurement Officer	Title: Director
Date: 11/16/2021	Date: 11/16/2021
	Reviewed and Acknowledged: <i>Thonick Dino</i> <small>B137E0DB9B1A42D...</small> T-Mobile USA, Inc. Legal Department

## State of Maine Procurement Justification Form

This form must accompany all contract requests and sole source requisitions (RQS) over \$5,000 submitted to the Division of Procurement Services.

**INSTRUCTIONS:** Please provide the requested information in the white spaces below. All responses (except signatures) must be typed; no hand-written forms will be accepted. See the guidance document posted with this form on the Division of Procurement Services website (Forms page) for additional instructions.

### PART I: OVERVIEW

Department Office/Division/Program:		DAFS, BBM, Division of Procurement Services			
Department Contract Administrator or Grant Coordinator:		Justin Franzose			
(If applicable) Department Reference #:		n/a			
Amount: (Contract/Amendment/Grant)		\$ n/a	Advantage CT / RQS #:		
CONTRACT	Proposed Start Date:	On or before Dec 31, 2020	Proposed End Date:	June 30, 2024	
AMENDMENT	Original Start Date:		Effective Date:		
	Previous End Date:		New End Date:		
GRANT	Project Start Date:		Grant Start Date:		
	Project End Date:		Grant End Date:		
Vendor/Provider/Grantee Name, City, State:		Verizon Wireless: MA 18P 20093000000000000037 AT&T Mobility: MA 18P 20093000000000000038 US Cellular: MA 18P 20093000000000000036 T-Mobile: MA 18P 20093000000000000039			
Brief Description of Goods/Services/Grant:		Wireless Equipment and Carrier Services			

### PART II: JUSTIFICATION FOR VENDOR SELECTION

Mark an "X" before the justification(s) that applies to this request. (Check all that apply.)

<input type="checkbox"/>	A. Competitive Process	<input type="checkbox"/>	G. Grant
<input type="checkbox"/>	B. Amendment	<input type="checkbox"/>	H. State Statute/Agency Directed
<input type="checkbox"/>	C. Single Source/Unique Vendor	<input type="checkbox"/>	I. Federal Agency Directed
<input type="checkbox"/>	D. Proprietary/Copyright/Patents	<input checked="" type="checkbox"/>	J. Willing and Qualified
<input type="checkbox"/>	E. Emergency	<input type="checkbox"/>	K. Client Choice
<input type="checkbox"/>	F. University Cooperative Project	<input type="checkbox"/>	L. Other Authorization

### PART III: SUPPLEMENTAL INFORMATION

Please respond to ALL of the following:

- Provide a more detailed description and explain the need for the goods, services or grant to supplement the response in Part I.**

## State of Maine Procurement Justification Form

### PART III: SUPPLEMENTAL INFORMATION

The state currently has Master Agreements with three wireless service carriers that end on 12/31/2020. They continue to be willing and qualified to service the State of Maine. Additionally, it has been determined that T-Mobile is willing and qualified to offer these services as well.

#### 2. Provide a brief justification for the selected vendor to supplement the response in Part II.

All wireless services vendors offering services in the State of Maine were willing and qualified to provide these services.

#### 3. Explain how the negotiated costs or rates are fair and reasonable; or how the funding was allocated to grantee.

All pricing is below commercial pricing. Agencies can choose their wireless carrier(s) using user experience and cost as necessary.

#### 4. Describe the plan for future competition for the goods or services.

Maine will participate with NASPO ValuePoint on their next solicitation for wireless products and services

### PART IV: APPROVALS

**Signature of requesting  
Department's Commissioner  
(or designee):**

*By signing below, I signify that I approve of this procurement request.*

DocuSigned by:



**Printed Name:**

052B9AC7F56A489...  
Fred Brittain

**Date:**

9/30/2020

**Signature of DAFS  
Procurement Official:**

DocuSigned by:



**Printed Name:**

6D6437754DD0459...  
Jaime Schorr

**Date:**

10/1/2020